

Prepared By Robert Henley Lamb
 Wright & Talisman, P.C.
 1200 G Street, N.W., Suite 600
 Washington, D.C. 20005

Instrument No. 200400051746

Exempted from recordation tax
 under the Code of Virginia (1950), as amended,
 Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
 and from Circuit Court Clerk's fee under Section 17.1-266
 Tax Map 37, Parcel A121A
 Tax Map 37, Parcel A122
 Tax Map 38, Parcel A17
 Tax Map 37, Parcel 6-D

THIS DEED OF GIFT OF EASEMENT, with respect to real property known as "Marengo" ("Property") made this 30th day of December, 2004, between ANN MARIE POHANKA ("Grantor"), FRANK SALES POHANKA III ("Grantor's Husband"), the VIRGINIA OUTDOORS FOUNDATION ("Grantee"), which is an agency of the COMMONWEALTH OF VIRGINIA whose address is 203 Governor Street, Suite 302, Richmond, Virginia 23219, BB&T ("Lender"), whose address is P.O Box 2127, Greenville, South Carolina 29602-2127, and O'CONOR G. ASHBY or ERNEST N. DONAHOE, JR., Trustees ("Trustees").

WITNESSETH:

WHEREAS, the Grantee is a "qualified organization" and an "eligible donee" under Section 170(h)(3) of the Internal Revenue Code and Treasury Reg. § 1.170A-14(c)(1);

WHEREAS the conveyance of an Easement on the Property by this Deed is in furtherance of, and will serve, clearly delineated Federal, regional, State, and local conservation policies, as set forth by:

(i) The Federal government in the Farmland Protection Policy Act, 7 U.S.C. §§ 4201 *et seq.*, the statement of purpose of which is to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses and to assure that Federal Programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland; and

(ii) The Commonwealth of Virginia by enactment of legislation and codification thereof in the Code of Virginia of the following:

a. §§ 10.1-1800 *et seq.* of the Code of Virginia that declares it to be the public policy of the Commonwealth to encourage the preservation of open space land and authorizes the Grantee to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historical, scientific, open-space and recreational lands of the Commonwealth;

b. Virginia Land Conservation Incentives Act of 1999 (§§ 58.1-510 *et seq.*) that provides an income tax credit for individuals, estates, trusts, and corporations that donate land or an interest in land for conservation and preservation purposes;

c. Open Space Land Act (§§10.1-1700 *et seq.*) that declares open-space land serves a public purpose by promoting the health and welfare of the citizens of the Commonwealth by curbing urban sprawl and encouraging more desirable and economical development of natural resources and authorizes the use of conservation easements to maintain the character of open-space land;

d. §§ 58.1-3229 *et seq.* that provides for and promotes special tax assessments for real estate devoted to agricultural, forestal, horticultural, and open-space use; and

(iii) Spotsylvania County, Virginia in its Comprehensive Plan adopted December 17, 1994, in which it indicated a desire to encourage the preservation of its natural, scenic, and historic open-space lands.

WHEREAS, the Grantor is the owner in fee simple of the "Property" and desires it to be preserved as open-space land in the public interest and for the protection of both its historic plantation house and the adjacent plantation of "St. Julien"; and

WHEREAS, the Property possesses significant open-space, scenic, natural, and historic values, the preservation of which will benefit the citizens of the Commonwealth; and

WHEREAS, the Property is rural land in the countryside of northeastern part of Spotsylvania County, consisting of 4 parcels totaling 152 acres, more or less, the entrance road to which is on the Old Stage Road to Richmond (Route 2), approximately 6 miles southeast of Fredericksburg; and

WHEREAS, the hereinafter described Property is adjacent to "St. Julien," a plantation of historic significance that is on the Virginia Historic Landmarks Register and the National Register of Historic Places; and

WHEREAS, "St. Julien" also is subject to a dedicated open-space easement held by the Virginia Outdoors Foundation and the Board of Historic Resources and is adjacent to the Alexander Berger Memorial Sanctuary owned by The Nature Conservancy; and

WHEREAS, the northern border of the hereinafter described Property is quite close to the graveyard hill at "St. Julien," which contains the grave of Judge Francis Taliaferro Brooke, a Revolutionary War Veteran, who was a Lieutenant in the First Continental Artillery and later became President of the Virginia Supreme Court of Appeals; and

WHEREAS, part of the northern border of the hereinafter described Property adjacent to "St. Julien" is along an ancient public way called the Old Grain Road, along which crops were taken from plantations by wagons to the shipping wharves on the Rappahannock River at Maryton; and

WHEREAS, the western portion of the hereinafter described Property borders the Thornton Rolling Road near the Fredericksburg Christian High School; and

WHEREAS, the eastern border of the Property is along Long Branch, a tributary of Massaponax Creek, itself a tributary of the Rappahannock River; and

WHEREAS, the original tract of land on which "Marengo" stands was part of a larger state acquired by John Taliaferro from John Thornton in 1779; and

WHEREAS, the plantation house of "Marengo" is an historic property built by John Taliaferro c. 1800 and named for the site in Italy of Napoleon's victory over the Austrians in that very year; and

WHEREAS, the two-story framed house of "Marengo" with pillared portico still contains some original components, including floors, moldings, mantels, four of the six fireplaces, glass fanlight, back stairway, and an elegant front stairway; and

WHEREAS, the curtilage of "Marengo" contains original dependencies, namely the milkhouse and the cookhouse, as well as large walnut trees and lovely old fashioned gardens; and

WHEREAS, Confederate General John B. Hood used the house as a headquarters before the Battle of Fredricksburg and some of the fortifications relating thereto still exist on the Property; and

WHEREAS, the Property is in an area rapidly being developed in one of the top twenty fastest growing counties in the United States; and

WHEREAS, the Grantor and the Grantee desire to protect in perpetuity the open-space and conservation values herein specified and with the transfer from the Grantor to the Grantee of the right to enforce restrictions and protect the Property, intending the grant of such restrictions and rights to qualify as a "qualified conservation contribution" as that term is defined under § 170(h)(2)(C) of the Internal Revenue Code; and

WHEREAS, the Grantor and the Grantee intend to accomplish such protection by restricting the use of the Property as hereinafter set forth.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants herein and the acceptance hereof by the Grantee, the Grantor does hereby give, grant and convey to the Grantee an open-space easement in gross over, and the right in perpetuity to restrict the use of, the 4 parcels of real estate totaling 152 acres, more or less, described in SCHEDULE "A", located in Lee Hill Magisterial District, Spotsylvania County, Virginia, near New Post, bordering State Route 609 (the Thornton Rolling Road, sometimes locally referred to as the Frog Pond Road), with the entrance thereto located on Route 2.

The Property shall be considered to be one parcel for the purposes of this easement, and the restrictions and covenants of this easement shall apply to the Property as a whole.

The appearance of the Property at the time of the gift will be documented by the maps and photographs in the files of the Virginia Outdoors Foundation.

AND SUBJECT, HOWEVER, to the restriction that the Grantee may not transfer or convey the open-space easement herein conveyed to the Grantee unless the Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in the conveyance accomplished by this deed are to be continued in perpetuity, and (2) the transferee is an organization then qualifying as an eligible donee as defined by section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated there under.

Restrictions are hereby imposed on use of the Property pursuant to the public policies set forth above. The acts that the Grantor covenants to do and not to do upon the Property, and the restrictions that the Grantee is hereby entitled to enforce, are and shall be as follows:

1. TRASH. Accumulation or dumping of trash, or junk is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property, as long as such practices are conducted in accordance with applicable governmental laws and regulations.
2. SIGNS. Display of billboards, signs, or other advertisements that are visible from outside the Property is not permitted on or over the Property, except to state the name and/or address of the owners or Property (and the date thereof), to advertise the sale or lease of the Property, to advertise the sale of goods or services produced incidentally to a permitted use of the Property, to provide notice necessary for the protection of the Property or to give directions to visitors. No such sign shall exceed nine square feet in size. The Grantee, in its discretion, and upon reasonable notice to the Grantor, or if applicable, her heirs, successors, personal representatives, and assigns, may erect at a location acceptable to the Grantor, a single marker or sign, not exceeding two feet by two feet, which states the name of the Grantee and advises that the Grantee was granted the easement. With the consent of the Grantee and Grantor, or if applicable, her heirs, successors, personal representatives, and assigns, the sign may also state the name of any other entity that has been granted a further restriction with respect to use of the Property.
3. DIVISION. Division of the Property into two parcels is permitted. The only parcel that can be divided is the existing 25 acre parcel. After any such division any remaining portion of such 25 acre parcel that is not split off must be contiguous to the combined 51 and 72 acre parcels. Except as restricted above, boundary line adjustments with adjoining parcels of land are permitted and shall not be considered a prohibited division of the Property, provided that the Grantee is made party to the deed creating the boundary line adjustment and at least one of the following conditions is met: 1) the entire adjacent parcel is subject to an existing, recorded open-space easement conveyed to the Grantee (the effective restrictions of which shall not be superceded by those of the Property solely by virtue of the boundary line adjustment); 2) The proposed boundary line adjustment is reviewed and approved in advance by the Board of Trustees of the Grantee.
4. MANAGEMENT OF FOREST. Management of woodlands for the purpose of timber harvest (including timber stand improvement) or forest health shall be in accord with a forest stewardship plan approved by the Grantee. Notice shall be given to the Grantee no later than 30 days prior to

the start of any material forest harvesting activity, as well as within 7 days of its completion. Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality during any intensive forest management activity. The primary objectives shall be to maintain the health of the forest and produce revenue through periodic timber harvests (though such harvests are not mandatory).

5. **RIPARIAN BUFFERS.** Buffers with trees and grasses (or otherwise vegetated) extending 35 feet from the bank of Long Branch shall be maintained on the Property. Buffers shall not affect existing structures (or the repair or replacement thereof at appropriate locations within buffers), such as bridges, roads, fords, paths, hunting stands, or fences. Trails and stream crossings within the buffers for equestrian, pedestrian, and farm use may be maintained or created. New bridges across Long Branch that are necessary for equestrian, pedestrian, and farm use also may be constructed, repaired, and replaced. New hunting stands and fences may be constructed, repaired, or replaced within the buffers. Buffers shall be protected from significant degradation by livestock. Removal of non-native invasive species and minimal harvest of trees is permitted, provided that the function of the buffers to protect water quality is not impaired. Within the buffers, dead or diseased trees may be removed, as well as those obstructing streamflow or constituting a hazard to persons.
6. **TOPOGRAPHY.** Grading, blasting or earth removal shall not materially alter the topography of the Property except for construction to create private ponds, or as required in the construction of permitted buildings, structures, connecting private roads, wells, and utilities as described in Paragraph 7. Generally accepted agricultural activities shall not constitute any such material alteration. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in the construction of permitted buildings, structures, and private roads. Notwithstanding the foregoing, no grading, blasting, or earth removal is permitted on the Property if it will materially diminish or impair the conservation values protected by this Easement. Mining on the Property by surface mining or any other method, is prohibited.
7. **BUILDINGS AND STRUCTURES.** No permanent or temporary building or structure may be constructed or maintained on the Property other than:
 - (i) those now existing within the curtilage, consisting of a single-family dwelling plantation house, garage/family apartment, poolhouse/milkhouse, cookhouse, woodshed, barn, pond, and swimming pool, as well as non-residential outbuildings or structures commonly and appropriately incidental thereto, such as garden structures, garages, sheds, tennis courts, an additional swimming pool, and guest house;
 - (ii) outside the curtilage, a tenant house, hunting lodge and additional guest house, each of which shall not exceed 2,500 feet square feet of livable space, as well as non-residential outbuildings or structures commonly and appropriately incidental thereto;
 - (iii) farm buildings or structures, except that a farm building or structure exceeding 6,000 square feet in ground area may not be constructed on the Property unless prior written approval for the building or structure is obtained from the Grantee, which approval shall be limited to consideration of the impact of the size, height and siting of the proposed structure on the

conservation values of the Property; for the purposes of this subparagraph a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in paragraphs 8 (i) and 8 (v);

(iv) private roads, wells, and utilities that serve permitted buildings or structures; and

(v) in the case of division of the Property into two parcels, new buildings or structures of the type and size listed in (i) – (iv) may be constructed or maintained on the portion of the Property split off by such division.

For purposes of this provision, maintained means the right to renovate, alter, enlarge, demolish, repair, or replace such building or structure, subject to any size, location, and other restrictions set forth in this easement, except that the existing single-family dwelling plantation house, cookhouse, and poolhouse/milkhouse may not be demolished. However, nothing shall require replacement or repair or maintenance of such buildings if they were destroyed or damaged beyond practical repair because of an Act of God or criminality.

8. **INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) agriculture, viticulture, aquaculture, silviculture, horticulture, and equine and canine activities; (ii) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property, and that do not diminish the conservation values herein protected; (iii) activities that can be and in fact are conducted within permitted buildings without material alteration to the external appearance thereof; (iv) bed and breakfast services; and (v) activities associated with apiaries and aviaries. Temporary outdoor activities or those involving 100 or more people shall not exceed seven days in duration unless approved by the Grantee in advance in writing. The above restrictions shall not prevent legal hunting, fishing, and trapping on the Property, consistent with the conservation values herein protected.
9. **ENFORCEMENT.** The Grantees and their representatives may enter the Property from time to time, at reasonable times and upon reasonable notice to the owner (or the owner's representative), or permission from the same, for the sole purpose of inspections and enforcement of the terms of the easement granted.
10. **NOTIFICATION OF TRANSFER.** The Grantor, her heirs, successors, personal representatives and assigns, shall notify the Grantee in writing within 60 days following any division of the Property or the transfer or sale of the Property or any part thereof that was acquired by boundary adjustment. The Property, or any portion thereof, may not be conveyed by deed unless this deed is referenced by Deed Book and Page Number or other appropriate reference.
11. **ENCROACHMENTS.** No new public roads or utility lines shall be constructed on the Property (except over existing rights-of-way) without the prior written approval of the Grantee. Any such approval shall not affect the right of the Grantor, her heirs, successors, personal representatives, and assigns to seek legal recourse to obviate any such construction.
12. **SUCCESSORS IN INTEREST.** The covenants, terms, conditions and restrictions contained in this easement shall be binding upon, and inure to the benefit of, the parties hereto and their

respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

13. ACCESS. Although this easement in gross will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. The Grantor retains the exclusive right to such access and use, subject to the terms hereof.
14. PROPORTIONATE VALUE. Grantor agrees that the donation of this perpetual conservation restriction gives rise to a property right, immediately vested in the Grantee, with a proportionate fair market value that is equal to the proportionate value that this Easement at the time of the gift hereof bears to the value of the Property as a whole at that time minus the value attributable to improvements. The values of the Easement at the time of this gift and of the Property at the time of this gift shall be those values that were finally used to determine Grantor's federal income tax deduction arising from the grant of this Easement under § 170(h) of the Internal Revenue Code. For the purposes provided in Treasury Reg. § 1.170A-14(g)(b)(ii), such proportionate value of the Grantee's property right shall hereafter remain constant.
15. CONVERSION OR DIVERSION. No part of the Property may be converted or diverted from open-space use except in accordance with Virginia Code Section 10.1-1704. If a subsequent unexpected change in the conditions surrounding the Property makes impossible the continued use of the Property for the conservation purposes specified herein, the restrictions set forth in the Easement can be extinguished only by judicial proceeding and only if such extinguishment also complies with the requirements of such Section. The Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purposes of this Easement and of the Open-Space Land Act. Nothing herein shall affect the rights of the Grantor, her heirs, successors, personal representatives, and assigns to seek legal recourse to obviate any such conversion, diversion, or construction.
16. APPROVAL. Whenever a written request for the approval of the Grantee is submitted pursuant hereto and the Grantee fails to respond in writing within 60 days of receipt of such request, then the Grantee shall be deemed to have approved the request, and the Grantor, or if applicable, her heirs, successors, personal representatives, and assigns, may proceed with the action for which approval was requested. Nothing herein shall be construed, however, to require the Grantee to issue a final decision on such request within such 60-day period, provided that such final decisions are issued in as timely a fashion as is practicable under the circumstances. Such circumstances shall include the complexity of the request or proposed project, the amount of information submitted with the initial request, the need for on-site inspections or consultations, and whether the approval of Grantee's Board is required. No approval required hereunder shall be unreasonably withheld by the Grantee.
17. INTERPRETATION. This Easement shall be liberally construed in favor of the grant thereof so as to effectuate the purposes the Easement and the policies of the Grantee and reservations of the Grantor. If any provision of the Easement is found to be ambiguous, and interpretation consistent with the purposes, policies, and reservations of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

18. SAVINGS. If any provision of this deed or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this easement shall not be affected thereby.

Frank Sales Pohanka III, Grantor's Husband, joins in the execution of this deed to evidence his consent to the gift of easement herein made and its exclusion from the augmented estate of the Grantor pursuant to Virginia Code §64.1-16.1.

The Lender is the Noteholder under a certain Deed of Trust dated May 30, 2001 and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia in Deed Book 1964 at Page 449, which subjects the Property to the Lender's lien. The Lender hereby consents to the terms and intent of this easement, and agrees that the lien represented by said Deed of Trust shall be held subject to this Deed of Gift of Easement and joins in the Deed to reflect its direction to the Trustees to execute this Deed to give effect to the subordination of such Deed of Trust to this Deed of Easement. According to such Deed of Trust any Trustee may act.

The parties hereto agree and understand that any value of this easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see section 1.170A-13(c)(5)), and that the appraisal is subject to review, audit and challenge by all appropriate tax authorities. The Virginia Outdoors Foundation makes no express or implied warranties regarding whether any tax benefits will be available to Grantor from donation of this easement, nor whether any such tax benefits might be transferable, nor whether there will be any market for any tax benefits that might be transferable.

Acceptance of this conveyance by the Grantee is authorized by section 10.1-1801 of the Code of Virginia and is evidenced by the signature of its Executive Director hereto.

WITNESS the following signatures and seals.

Ann Marie Pohanka
Grantor
Frank Pohanka
Grantor's Husband

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF FREDERICKSBURG, TO WIT:

I, LINDA FERRARA, a Notary Public for the Commonwealth
aforesaid, hereby certify that ANN POHANKA AND FRANK POHANKA, Grantor and Grantor's Husband,
personally appeared before me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 30TH day of DECEMBER, 2004.

Linda Ferrara
Notary Public

My commission expires: SEPTEMBER 30, 2005 (SEAL)

Lender: [Signature]
By: [Signature]
Its: Senior Vice President

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF FREDERICKSBURG, TO WIT:

I, Frances B. Brooks, a Notary Public for the Commonwealth
aforesaid, hereby certify that Kevin A. Fastabend, Lender, personally appeared before
me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 30th day of December, 2004.

Frances B. Brooks
Notary Public

My commission expires: January 31, 2007 (SEAL)

O'Conor Ashby
Trustee

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF FREDERICKSBURG, TO WIT:

I, Frances B. Brooks, a Notary Public for the Commonwealth
aforesaid, hereby certify that O'Conor G. Ashby Trustee, personally appeared before
me this day and acknowledged the foregoing instrument

WITNESS my hand and official seal this 29th day of December, 2004.

Frances B. Brooks
Notary Public

My commission expires: January 31, 2007 (SEAL)

N/A
Trustee

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

I, _____, a Notary Public for the Commonwealth
aforesaid, hereby certify that _____ Trustee, personally appeared before
me this day and acknowledged the foregoing instrument

WITNESS my hand and official seal this _____ day of _____, 2004.

N/A
Notary Public

My commission expires: _____ (SEAL)

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: Tamara Vance
Tamara A. Vance, Executive Director

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Montgomery, TO WIT:

I, Anna G. Chiskidom, a Notary Public for the Commonwealth
aforesaid, hereby certify that Tamara A. Vance, ^{Executive} Director, ~~Grantee~~, personally appeared before
me this day and acknowledged the foregoing instrument.

WITNESS my hand and official seal this 29th day of December, 2004.

[Signature]
Notary Public

My commission expires: 31 Oct 2007 (SEAL)

EXHIBIT A

PARCEL I

ALL that certain tract or parcel of land, together with all buildings and improvements thereon and rights and privileges thereto appurtenant, located in Lee Hill Magisterial District, Spotsylvania County, Virginia, and containing 72.7077 acres, more or less, which is conveyed in gross and not by the acres: being part of the 102.541 acres more particularly described on plat of John C. Russell dated May 28, 1958, recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, in Plat Book 1 at page 34.

LESS AND EXCEPT 5.000 acres as shown on plat of John B. Vance, Jr., dated August 10, 1976, which was conveyed by deed dated October 12, 1976 to Edwin L. Pickett and Ruby T. Pickett, his wife, said deed being recorded in the aforesaid Clerk's Office in Deed Book 402 at page 155.

FURTHER, LESS AND EXCEPT 24.8333 acres as shown on plat of Sullivan, Donahoe and Ingalls, dated May 24, 1984, recorded in Plat Book 15 at page 70, leaving a balance of 72.077 hereby conveyed, together with a non-exclusive right of ingress and egress over the existing farm road leading to State Route 2.

PARCEL II

ALL that certain real estate situate, lying and being in the Lee Hill Magisterial District Spotsylvania County, Virginia, containing 50.6862 acres, more or less, and being more particularly described as follows:

Parcel 1. 59.57 acres described by metes and bounds as follows:

BEGINNING at a planted stone on the west side of Frog Pond Road a corner to Sallie Thompson, Fanny Dickerson and J. Y. Dickerson, thence S. 32 E. 80 16/100 p. to point in William Self's line, then with Self's line N. 89 E. 42 1/2 p. to a fence post, corner to Self, thence with Thomas Dickinson's fence along a ditch bank, S. 48 E. 5 8/10 p. S. 26 E. 26 2/10 p. S. 28 E. 30 p. and S 27 1/2 E. 4 p. to a stake in fence about two feet east of a large red oak on the north side of the Maringer Road, thence following the general direction of said road S. 89 W. 17 p. to plug in center of road, thence S 86 5/6 W. 28 p. to plug in center of road, thence S. 89 3/4 W. 18 1/4 p. to a pine, thence 87 3/4 W. to 10 p. to a plug on the south side of road (fore and aft cedar on road bank 1/2 p. from center) thence along the center of said road N. 9 1/2 W. 23 60/100 p. to point in center, thence N. 13 W. 13 46/100 p. to the beginning.

Parcel 2. 31.90 acres described by metes and bounds as follows:

BEGINNING at a stake in a fence along ditch bank about two feet east of a large red oak on the north side of Maringer Road, corner to lot #1 thence along said fence S. 28 E. 12 8/10 p. S. 29 3/4 E. 9 2/10 p. and S. 29 E. 9 1/10 p. to fence post at end of the ditch, thence S. 32 1/2 W. 10 2/10 p. to take on the left bank of a branch, corner to B. H. Proctor, thence up the branch, following its general direction S. 82 3/4 W. 12 8/10 p. S. 79 1/4 W. 16 p. N. 69 1/2 W. 17 p. N. 75 W. 8 1/2 p. to a small maple on the branch thence S. 81 1/2 W. 23 64/100 to a maple on a hillside, thence S. 39 1/2 W. 8 92/100 p. to a stake in an old fence row, thence N. 84 1/4 W. 30 8/10 p. to a point in center of Frog Pond Road, opposite afore and aft cedar, thence along the center of said road N. 8 1/2 W. 12 p. N. 14 W. 12 p. and N. 7 1/2 W. 54/100 p. to point in center of road, 1/2 p. from fore and aft cedar on east bank of road corner to

Lot No. 1 N. 77 1/4 E. 27 p. to plug on south side of the Maringer Road N. 67 3/4 E. 17 2/10 p. to plug on south side of said road, thence 87 E. 10 p. to a pine thence S. 59 3/4 E. 18 1/4 p. to a pine, thence N. 89 3/4 E. 17 94/100 p. to a plug in the center of Maringer Road, thence N. 86 5/6 E. 28 p. to a plug in center of said road, thence N. 86 E. 17 p. to the beginning.

LESS AND EXCEPT the following off conveyances from the above-described parcels:

- a. 22 1/4 acres, more or less, being described by metes and bounds and by plat in a deed dated October 30, 1929, from J. Peyton Thacker and Theresa E. Thacker, his wife, to Elijah F. Thacker, being recorded in Deed Book 107 at page 309 in the aforesaid Clerk's Office.
- b. 2.52 acres described by a plat with a deed dated May 16, 1956, from J. P. Thacker and Theresa Thacker, his wife, to Earl C. Newton and Viola May Newton, his wife, being recorded in Deed Book 177 at page 287 in the aforesaid Clerk's Office.
- c. 3.1477 acres described by plat with a deed dated August 14, 1984 from Lou Wondree and Jance Wondress, his wife, to James S. Stidham and Celia S. Stidham, being recorded in Deed Book 628 at page 561 in the aforesaid Clerk's Office.
- d. 12.8661 acres described by plat recorded in Plat Book 8 at page 12A in the aforesaid Clerk's Office in the following manner: Parcel "A", 3.0137 acres; Parcel "B", 3.0137 acres; Parcel "C", 3.0137 acres; Parcel "D", 3.8250 acres, totaling 12.8661 acres.

PARCEL III

ALL that certain lot or parcel of land situate, lying and being in the Lee Hill Magisterial District, Spotsylvania County, Virginia, containing 3.8250 acres and being designated as Parcel "D" as shown on a survey by John B. Vance, C.L.S., a copy of which is recorded in Plat Book 8 at page 12A in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia.

PARCEL IV

Consisting of two tracts:

Parcel 1. ALL that certain tract of land lying in the County of Spotsylvania, Virginia, adjoining the lands of Lewis Proctor and others, bounded as follows:

BEGINNING at a post oak on the west side of Frog Pond Road corner to Lewis Proctor and new corner to J. C. Dickinson, running thence N. 29 1/2 E. 82 2/5 poles to junction of two old roads opposite a black gum and a white oak on the west corner of Lewis Proctor in Taylor's line; thence running S. 87 1/2 W. 72 poles to a stake on the east side of Frog Pond Road, new corner of J. C. Dickinson; thence running along Frog Pond Road 79 poles to the beginning, containing 15 acres, more or less.

Parcel 2. ALL that certain tract or parcel of land lying and being in Courtland Magisterial District, Spotsylvania County, Virginia, located about 2 1/2 miles northeast of Summit on the "Frog Pond" or Summit Road, adjoining the lands of the Boulware heirs, Williams and others and described by metes and bounds as follows, to-wit:

BEGINNING at center of road at "A" thence due east 1854 feet to "B" a point on Boulware heirs line, thrown up bank; thence due south 223 1/2 feet to "C", a fence post on Boulware line thrown up bank; thence due west, 1863 feet to "D", a point in road; thence with road N. E. 236 feet to "A", the beginning, containing ten acres, more or less.

Instrument Control Number

[Empty box for Instrument Control Number]



LR 200400051746 12/30/2004 01:52 PM

Recorded in the Clerk's Office of the
SPOTSYLVANIA COUNTY, Virginia Circuit Court

Teste:  , Clerk Paul M. Metzger

**Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A**

[ILS VLR Cover Sheet Agent 1.0.66]

T
A
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C
O
R
P

Date of Instrument: [12/30/2004]

Instrument Type: [DE]

Number of Parcels [1]

Number of Pages [13]

City County [Spotsylvania County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[POHANKA]	[ANN]	[MARIE]	[]
[POHANKA]	[FRANK]	[SALES]	[III]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[VIRGINIA OUTDOORS]	[]	[]	[]
[]	[]	[]	[]

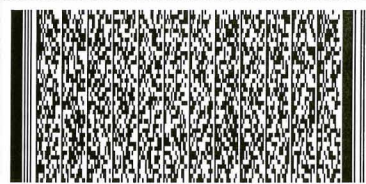
Grantee Address (Name) [VIRGINIA OUTDOORS FOUNDATION]
 (Address 1) [203 Governor Street, Suite 302]
 (Address 2) []
 (City, State, Zip) [Richmond] [VA] [23219]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) [37-A-121A; 37-A-122; 37-6-D; AND 38-A-17]
 Tax Map Num. (if different than PIN) [37-A-121A; 37-A-122; 37-6-D; AND 38-A-17]
 Short Property Description [see document]
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []

Instrument Prepared by [Wright & Talisman, P.C.]
 Recording Paid for by [Virginia Outdoors Foundation]
 Return Recording to (Name) [Virginia Outdoors Foundation]
 (Address 1) [203 Governor Street, Suite 302]
 (Address 2) []
 (City, State, Zip) [Richmond] [VA] [23219]

Customer Case ID [] [] []



Instrument Control Number
[]

**Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form B**

[ILS VLR Cover Sheet Agent 1.0.66]

T
A
X
E
X
E
M
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T

G
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G
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E
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C
O
R
P

Date of Instrument: [12/30/2004]

Instrument Type: [DE]

Number of Parcels [1]

Number of Pages [13]

City County [Spotsylvania County] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form B

Last Name	First Name	Middle Name or Initial	Suffix
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	[BB&T]	[]	[]
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	[ASHBY]	[O'CONNOR]	[G.] [TRUSTEE]
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	[DONAHOE]	[ERNEST]	[N.] [JR, TRUSTEE]
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	[]	[]	[]
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	[]	[]	[]
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	[]	[]	[]
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<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	[]	[]	[]
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	[]	[]	[]

Prior Instr. Recorded at: City County [] Percent. in this Juris. []
Book [] Page [] Instr. No []
Parcel Identification No (PIN) []
Tax Map Num. (if different than PIN) []
Short Property Description []
Current Property Address (Address 1) []
(Address 2) []
(City, State, Zip) [] [] []

